



North Carolina
Department of Administration
Division of Purchase & Contract

Machelle Sanders
Secretary

Odessa McGlown
State Purchasing Officer

Contract Award Certification

Date: March 19, 2019

Bid/File Number: 201900197

Commodity: 340-72

Furnish & Deliver Hurst Jaws of Life Products ONLY

To:
Darrell Newton
NEWTON'S FIRE & SAFETY, INC.
2724 Darrell Newton
Graham, NC 27253

From:
Bahaa Jizi
919-807-4520
bahaa.jizi@doa.nc.gov
Division of Purchase and Contract

Agency Requisition Number: RQ2142019

I am pleased to inform you that, following the evaluation process, the Division of Purchase and Contract proposes to accept your offer in relation to the above commodity. You will be contacted with further details and instructions by the using agency.

Item(s)	Award Amount:	Using Agency:
Awarded All Lots	\$200,526.00 (3-Year Est.)	DEPARTMENT - Community Colleges Systems Sharon Rosado Raleigh, NC 27699

Contract Term:3 Years
March 19, 2019-March 18, 2022

Please Note:

1. This is not a purchase order. Do not make shipment until you have received an official order from the using agency.
2. Invoices should be made out to the using agency and forwarded directly to them for payment.
3. The exact items certified and ordered must be shipped. No substitutions shall be made without prior approval of the Division of Purchase and Contract.
4. Applicable North Carolina Sales and use tax shall be added to invoices as a separate item.
5. Please note the contract award description above, the contract awarded to you may be a portion of the contract, rather than the complete contract.

Bahaa Jizi

Signature



STATE OF NORTH CAROLINA Division of Purchase and Contract

Refer **ALL** inquiries regarding this IFB to:

Bahaa Jizi
Category Manager
Email: bahaa.jizi@doa.nc.gov

Invitation for Bids # 201900197

Bids will be publicly opened: March 14, 2019

Contract Type: Agency Specific Contract-3 Years

Commodity No. and Description 340-72 Rescue Equipment

Using Agency: North Carolina Community Colleges

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

VENDOR: Newton's Fire & Safety Equipment, Inc.		
STREET ADDRESS: 2724 Darrell Newton Drive	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Graham, NC 27253	TELEPHONE NUMBER: (336) 578-3931	TOLL FREE TEL. NO.: (800) 672-5918
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jeremiah Dodson, General Manager		FAX NUMBER: (336) 578-1982
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 12-Mar-2019	E-MAIL: jeremiah@newtonsfire.com

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accepted and Contract awarded this 19 day of March, 20 19 as indicated on the attached certification, by
(Authorized Representative of the Division of Purchase and Contract).

ATTACHMENT A: PRICING FORM**FURNISH AND DELIVER:****LOT A-CUTTER**

ITEM	QTY.	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
1.	1	Each	Cutter, Jaws of Life Model #: S799E2 part number: 272799000-1 Tool Only (charger & batteries sold separately)	\$ <u>6,975.00</u>	\$ <u>6,975.00</u>
2.	1	Each	Cutter, Jaws of Life Model #: S788E2 part number: 272788000-1 Tool Only (charger & batteries sold separately)	\$ <u>6,340.00</u>	\$ <u>6,340.00</u>
3.	1	Each	Cutter, Jaws of Life Model #: S377E2 part number: 272025000-1 Tool Only (charger & batteries sold separately)	\$ <u>5,812.00</u>	\$ <u>5,812.00</u>

TOTAL BID AMOUNT LOT A: \$ 19,127.00**LOT B-SPREADERS**

ITEM	QTY.	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
4.	1	Each	Spreader, Jaws of Life Model #: SP777E2 part number: 271777000-1 Tool Only (charger & batteries sold separately)	\$ <u>7,455.00</u>	\$ <u>7,455.00</u>
5.	1	Each	Spreader, Jaws of Life Model #: SP555E2 part number: 271555000-1 Tool Only (charger & batteries sold separately)	\$ <u>7,125.00</u>	\$ <u>7,125.00</u>
6.	1	Each	Spreader, Jaws of Life Model #: SP333E2 part number: 271333000-1 Tool Only (charger & batteries sold separately)	\$ <u>6,795.00</u>	\$ <u>6,795.00</u>

TOTAL BID AMOUNT LOT B: \$ 21,375.00

LOT C-COMBI TOOLS

ITEM	QTY.	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
7.	1	Each	Combi Tool, Jaws of Life Model #: SC757E2 part number: 362R542-1 Tool Only (charger & batteries sold separately)	\$ <u>7,420.00</u>	\$ <u>7,420.00</u>
8.	1	Each	Combi Tool, Jaws of Life Model #: SC358E2 part number: 273023000-1 Tool Only (charger & batteries sold separately)	\$ <u>7,420.00</u>	\$ <u>7,420.00</u>
9.	1	Each	Combi Tool, Jaws of Life Model #: SC258E2 part number: 273028000-1 Tool Only (charger & batteries sold separately)	\$ <u>6,875.00</u>	\$ <u>6,875.00</u>

TOTAL BID AMOUNT LOT C: \$ 21,715.00**LOT D-RAMS**

ITEM	QTY.	UOM	DESCRIPTION	UNIT COST	TOTAL EXTENDED COST
10.	1	Each	Rams, Jaws of Life Model #: R421E2 part number: 274085000-1 Tool Only (charger & batteries sold separately)	\$ <u>4,625.00</u>	\$ <u>4,625.00</u>

TOTAL BID AMOUNT LOT D: \$ 4,625.00**THIS IS A BRAND NAME ONLY SOLICITATION -NO SUBSTITUTION WILL BE ALLOWED**



NEWTON'S
FIRE & SAFETY EQUIPMENT, INC.

2724 Darrell Newton Drive
Graham, NC 27253

800.672.5918
336.578.3931
FAX 336.578.1982

March 12, 2019

RE: Bid # 201900197; Addendum #1

Percent (%) Discount off MSRP List for Accessories, listed by product category

Accessory Category	% Discount off MSRP List
Electrical accessories for Hurst eDraulics Battery-Powered Extrication Tools (Batteries; Battery Chargers; and Power Supply Adapters)	34%
Hardware accessories for Hurst eDraulics Battery-Powered Extrication Tools (Attachments (e.g., Chain Sets, Stability Plates); Ram Supports; etc.)	25%
Airbags and related accessories (e.g., hoses, regulators, controllers, etc.)	33%
Accessories for conventional Hurst hydraulic Extrication Tools (a.k.a. "line tools") (hoses, reels, etc.)	25%

Pricing Example:

eDRAULIC Accessories

Part Number	Item	List Price	Discount	Bid Price
272085410	Extended Life (EXL) Battery for eDraulic Rescue Tools	\$ 635.00	34%	\$ 419.10
274081000	R 411 E Ram Attachment	\$ 325.00	25%	\$ 243.75
272080411	Charger for eDraulic Rescue Tool Battery (110V 60Hz US PLUG)	\$ 540.00	34%	\$ 356.40
272080413	Charger for eDraulic Rescue Tool Battery (230V 50/60Hz US PLUG)	\$ 540.00	34%	\$ 356.40
272080414	Charger for eDraulic Rescue Tool Battery (230V 50/60Hz European PLUG)	\$ 540.00	34%	\$ 356.40
272080425	12V DC eDRAULIC Charger	\$ 540.00	34%	\$ 356.40
272080910	eDRAULIC DC Bank Charger	\$ 1,770.00	34%	\$ 1,168.20
272085412	Power Supply Adapter plug for eDRAULIC 2.0 rescue tools (110V 60 Hz US PLUG)	\$ 760.00	34%	\$ 501.60
272085413	Power Supply Adapter plug for eDRAULIC 2.0 rescue tools (230V 50/60 Hz US PLUG)	\$ 760.00	34%	\$ 501.60
81-67-10	KSV 8/50 Chain Set (For SC 357E2 and SC 250E2)	\$ 1,020.00	25%	\$ 765.00
81-67-20	KSV 11 (For SP 300E2 and SP 310E2)	\$ 935.00	25%	\$ 701.25
101C085	Spreader Stability Plate Kit	\$ 1,150.00	25%	\$ 862.50

(extract from Hurst Jaws of Life 2019 eDRAULIC Price List)

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1.0 PURPOSE AND BACKGROUND

It is the intent of this Invitation for Bids to establish an Agency Specific Term Contract to furnish and deliver a comprehensive multiple manufacturer's product line for NEW, unused and in current production commercial and institutional quality, Hurst Jaws of Life Products on an "As Needed" basis, if and when ordered by the 58 NC Community Colleges (NCCC) during a three-year term in the following Categories:

- Cutters
- Spreaders
- Combi Tools
- Rams

The contract resulting from this IFB is mandatory for the 58 NC Community Colleges (except under the conditions specified in G.S. §115D-58.14(a) and G.S. §116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

THIS IS A BRAND NAME ONLY SOLICITATION -NO SUBSTITUTION WILL BE ALLOWED

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is an E-Procurement solicitation. See paragraph #16 of Attachment E: North Carolina General Contract Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB (including proposed alternate language), those **must** be submitted as questions in accordance with the instructions in Section 2.5 BID QUESTIONS. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for post-contract negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This

applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. *Vendor's bid shall constitute a firm offer.* **By execution and delivery of a bid in response to this IFB, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB or in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The Contract Lead will make every effort to adhere to this schedule.

Action	Responsibility	Date and Time
Issue IFB	State	February 21, 2019
Submit Written Questions	Vendor	March 6, 2019 at 10:00 AM ET
Provide Responses to Questions	State	March 11, 2019
Submit Bids	Vendor	March 14, 2019 at 2:00 PM ET

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to bahaa.jizi@doa.nc.gov by the date and time specified above. Vendors will enter "IFB #201900197– Questions" as the subject for the email. Questions submittals will include a reference to the applicable IFB section and be submitted in a format shown below/

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be

received at the address indicated in the table below, for furnishing and delivering those items as described herein. Refer to Section 2.7 BID CONTENTS for details on required content of submitted bids

MAILING ADDRESS FOR DELIVERY OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
<p><i>BID NUMBER:</i> 201900197 NC Department of Administration Division of Purchase and Contract Attn: Bahaa Jizi, Category Manager 1305 Mail Service Center Raleigh, NC 27699-1305</p>	<p><i>BID NUMBER:</i> 201900197 NC Department of Administration Division of Purchase and Contract Attn: Bahaa Jizi, Category Manager 116 West Jones Street, 4th Floor, Room 4062 Raleigh, NC 27603-8002</p> <p>PLEASE NOTE: The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address at: 116 West Jones Street.</p> <p>YOUR BID MAY ARRIVE LATE IF YOU USE THE MAILING ADDRESS ABOVE.</p>

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery (including U.S. mail). **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid. **Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this IFB shall NOT be accepted.**

Vendors shall deliver to the address identified in the table above: one **(1) paper** and one **(1) electronic copy** (unredacted) of its executed bid on CD, DVD or flash drive, and, if required for confidentiality, one (1) redacted electronic copy of your bid (with all marked proprietary and confidential information redacted) on a separate CD, DVD or flash drive. Clearly mark on the electronic media whether it contains a redacted or unredacted copy.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table, above. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, shall be capable of being copied to other media and shall be readable by the standard software application appropriate for each format.

Bids shall be marked on the outside of the sealed envelope with the Vendor's name, IFB number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in separate sealed envelope and

marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's bid(s).

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and shall include an authorized signature where requested. Vendor response to this IFB shall include each of the following items and these items should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE, along with the body of the IFB and signed receipt pages of any addenda released in conjunction with this IFB (if required to be returned).
- b) Completed version of ATTACHMENT A: PRICING FORM
- c) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- d) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT E: DESCRIPTION OF EXECUTIVE ORDER #50 form that confirms that a price matching opportunity is requested
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT G: SUPPLEMENTAL VENDOR INFORMATION

2.8 ALTERNATE BIDS

Vendor may submit alternate bids for various methods or levels of service(s) or that propose different options, in addition to its principal bid. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #___ for ("*name of Vendor*")". Each bid must be for a specific set of goods and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid document. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity
- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- e) **CONTRACT LEAD:** Representative of the Division of Purchase and Contract identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer The Contract for the State.

- f) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- g) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request a Vendor to separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
- h) **IFB:** Invitation for Bids.
- i) **LOT:** A grouping of similar products within this IFB.
- j) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- k) **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- m) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- n) **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.
- o) **THE CONTRACT:** A contract resulting from or arising out of Vendor responses to this solicitation document.
- p) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bids. Following award of a contract, the term refers to an entity receiving such an award.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified bids will be evaluated and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of the goods or services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 (Perdue, 2010) and G.S. 143-59 (for more information, please refer to ATTACHMENT C: DESCRIPTION OF EXECUTIVE ORDER #50 AND CERTIFICATION. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-

match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers or relates to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless the State makes a written determination, in its discretion, that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. If a Vendor, its sub-contractor or supplier engage in any of the foregoing communications during the time that the solicitation is open (i.e., the issuance date of the procurement to the date of bid opening), such conduct shall constitute sufficient cause to disqualify the Vendor's bid. Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the Contract Lead named in the IFB and regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that each one complies with the specifications and requirements of the IFB.

- a) Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.

The State will conduct an evaluation of Bids, as follows:

Bids will be received from each responsive Vendor in a sealed envelope or package.

All bids shall be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB, or as modified by a bid addendum.

At the date and time specified as the bid opening, the package containing the bids from each responding Vendor will be opened publicly and the name of the Vendor and bid's total cost will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At its option, the State may request clarifications, oral presentations or discussion with any or all Vendors in order to clarify or to amplify the materials presented in any part of the bid or requested in the IFB. Vendors are cautioned, however, that the State is not required to request presentations or other clarification—and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested goods and services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD

The State reserves the right to reject all original offers and request one or more of the Vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider—for purposes of evaluating proposed or actual contract performance outside of the United States and to ensure that any award will be in the best interest of the State—how that performance may affect or be affected by the following factors:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bids serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract that results from this procurement. As such, all terms in the Invitation for Bids shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Invitation for Bids. Except as specifically stated in the Invitation for Bids, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Department exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: PRICING FORM and include in Bid.

4.2 PERIOD OF CONTRACT:

This contract shall be for three (3) years from date of award. **(Non-Renewable)**.

4.3 INVOICES

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices shall include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, NC Vendor ID Number, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

4.4 PRODUCT IDENTIFICATION BRAND SPECIFIC

Manufacturer(s) name (**HURST**) and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

4.5 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 DELIVERY

Successful Vendor(s) shall complete delivery within **Fourteen (14)** consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from _____ Graham, NC _____ (city, state) within 14 consecutive calendar days after receipt of purchase order. Promptness of delivery be used as a factor in the award criteria.

4.7 RETURN/RESTOCKING POLICY

Vendor shall accept merchandise returns from Buyers for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to Buyers, whichever a Buyer requests, within thirty (30) business days on all returns of an ordered item that returns of an ordered product that (1) is a stock item in original packaging and in re-sellable conditions; (2) is not a specialty or customized item; (3) is defective or damaged; (4) is a return of an incorrect product shipped; (5) results from a Vendor order entry error; or (6) is non-conforming due to any other cause reasonably assumed to be the fault of the Vendor.

Vendor may charge a restocking fee for an undamaged, conforming goods outside the thirty-day period and for returns of custom-made items. A custom-made item that must be specially manufactured for a specific order due to Buyer's choices of non-standard dimensions, fabric, choice of wood or stain, and the like. An otherwise standard item is not considered custom-made simply because it is manufactured to fulfill a Buyer's order.

4.8 QUANTITY:

Quantities set forth in this solicitation are estimates only, and the successful Vendor shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown in the bid solicitation.

4.9 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

4.10 OUT-OF-STOCK & BACK-ORDERS

The Vendor shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to Buyer by Vendor of a fulfillment delay of one or more items in the order, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before Buyer is notified that the delayed item or other cancelled items in the order have shipped.

4.11 AUTHORIZED RESELLER/DEALER/DISTRIBUTOR

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide with its bid response a signed statement from the manufacturer confirming authorization. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Check all that apply.

Vendor is the: ☐ Manufacturer ☒ Dealer ☐ Reseller ☒ Distributor

Authorized: ☒ Yes ☐ No

Attached Manufacturer's Authority: ☐ Yes ☒ No

****available upon request****

4.12 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to insure compliance with the contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

4.13 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

4.14 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided goods and services of substantially the same features and quantity to those solicited herein. The State shall contact one or more all of these users to determine the goods provided are substantially similar to those bid herein and Vendor's performance has been satisfactory. Information obtained will be considered in evaluation of the bids.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
City of Raleigh Fire Dept.	Rob Horton	(919) 996-5981

City of Concord Fire Dept.	Scott Payne	(704) 920-5523
City of Fayetteville Fire Dept.	Bobby Brinson	(910) 433-1729

4.15 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.16 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under The Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

6.0 CONTRACT ADMINISTRATION

6.1 ACCOUNT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State an account manager(s). The account manager shall be the State's point of contact for contract related issues and other matters which need to be escalated above customer service representatives. The account manager shall be available 8:00 AM to 6:00 PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

The Vendor shall establish unique customer identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require multiple customer identification numbers. Describe project start-up or the ramp up process that would be necessary if your company was awarded the contract.

6.2 DISPUTE RESOLUTION

The parties agree that it is in its mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the period the Parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under The Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under The Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.3 PACKING SLIPS

The Vendor shall attach a detailed packing slip to each delivery to reference each delivery container or carton. The standard format for Packing Slips shall be Single Packing Slips meaning the Vendor will provide the Buyer with a Packing Slip for each order. Packing Slips must include detailed line item information to allow Buyer to verify that pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all Packing Slips to Buyer:

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

6.5 ORDER CHANNEL AND PAYMENT METHOD

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that orders may also utilize at times a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive contract pricing when purchasing contract items from the Vendor.

In order to be considered for award, the Vendor must accept Procurement/Purchasing Cards, if it accepts credit cards as a payment method from other customers. It is understood and agreed that orders will be shipped at the established contract price in effect on **date orders are delivered**. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoicing at variance with this provision will subject the contract to cancellation.

Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, and Extended Costs Separated by Order Dates.

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.7 POST AWARD PRODUCT SUBSTITUTIONS, ADDITIONS & REMOVALS

Post award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The products included in this IFB are expected to cover the NCCC's needs for the term of the Contract. In the case that the NCCC's needs change over the term of the Contract, the State reserves the right to add additional products to the Contract that can be supplied by an awarded Vendor in the product category if such products have been duly qualified through PRODUCT SPECIFICATIONS. The price for these added products will be mutually agreed to by the State and the Vendor but shall be assumed to be offered for at least a discount similar to what the Vendor has bid on similar products listed in the IFB. The State may remove products from this Contract at its discretion in accordance with the General Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS. A Vendor may request additions to the contract from time to time, and it is the Vendor's responsibility to submit documentation sufficient to demonstrate that the requested addition meets all relevant requirements of this IFB. This paragraph shall not be construed as implying that the State must or will add any product to the contract, regardless of qualification under the PRODUCT SPECIFICATIONS.

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm for the **first year** of the contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

6.9 TAXES

No taxes shall be included in any bid prices.